

AGREEMENT NUMBER	AMENDMENT NUMBER
03C-1482	0

1. This Agreement is entered into between the State Agency and the Contractor named below
STATE AGENCY'S NAME
Department of Community Services and Development
CONTRACTOR'S NAME
San Bernardino County Community Services Department
2. The term of this Agreement is: **April 1, 2003 through January 31, 2004**
3. The maximum amount of this Agreement is: **\$ 269,048.00**
4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:
Exhibit A - Scope of Work
Exhibit B - Budget Detail and Payment Provisions
Exhibit C - General Terms and Conditions
Exhibit D - Special Terms and Conditions
Exhibit E - Additional Provisions
Exhibit F - Programmatic Provisions
Exhibit G- Materials Standards That Are Not Included in the CSD Weatherization Installation Standards
Exhibit H- Weatherization Priority Plan Narrative
Exhibit I - Definitions
Exhibit J - Annual Heating Degree Day and Cooling Degree Day Data
For Selected California Locations
Exhibit K- Certification Regarding Lobbying, Disclosure of Lobbying Activities

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.



CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) San Bernardino County Community Services Department		<p>I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services' approval.</p> <p><input type="checkbox"/> Exempt per _____</p>
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 686 East Mill Street, San Bernardino, CA 92415-0610		
STATE OF CALIFORNIA		
AGENCY NAME Department of Community Services and Development		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Richard J. Bueche, Chief Financial Officer		
ADDRESS 700 North 10th Street, Sacramento, California 95814		

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide Weatherization Assistance Program assistance to eligible participants residing within the designated service area as described in Exhibit A, Scope of Work, Section 2., pursuant to Title 42 of the United States Code (U.S.C.) 6861 et seq., as amended, and 10 Code of Federal Regulations (CFR), Part 440, as amended, the Department of Energy Weatherization Assistance Program for Low-Income Persons (DOE WAP).

2. The services shall be performed in the following service area:

San Bernardino County

3. Send all correspondence and fiscal and programmatic reports to:

State Agency:	Department of Community Services and Development
Section/Unit:	Field Operations
Address:	700 North 10th Street, Room 258 Sacramento, CA 95814
Phone:	(916) 341-4200
Fax:	(916) 327-3153

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Consideration**

- A. The total consideration payable by the State to Contractor under this Agreement shall be allocated as shown on the project-funding page that is attached to the face sheet of this Agreement and that is hereby incorporated by this reference.
- B. The total amount budgeted for Administrative Costs shall not exceed the limits as described in Exhibit B, Section 3.B. Adherence to Exhibit E, Section 4., Contractor Assurances and Certifications, is required and is not altered by the provisions of the Section. Expenditures in excess of the budget total shall not be reimbursed by the State.
- C. The amount per round trip to work sites in excess of the 40-mile radius shall be reimbursable as specified in Exhibit B, Section 3.E. under this Agreement.

2. **Programmatic Provisions**

A. **Payments**

1) **Advance Payments**

- a. Upon written request by Contractor, the State may issue an advance payment to Contractor in an amount not to exceed 25 percent of the total amount of this Agreement, as set forth in Exhibit B, Section 1.A. Contractor shall submit an advance payment request on agency letterhead, or on the CSD DOE reporting forms.
- b. In the event this Agreement is amended to increase the consideration of this Agreement, a subsequent advance payment not to exceed 25 percent of the amount of the increase may be authorized by the State if Contractor requests such an advance payment on agency letterhead, or on the CSD DOE reporting forms. The need for such additional advance payment shall be based upon a review of Contractor's cash flow status as recorded on Contractor's current monthly expenditure report(s).
- c. Advance payments outstanding at the close of the eighth month of the contract term will be offset against subsequent payments, if applicable. An exception to this provision is if the Contractor draws down the entire amount of the Agreement prior to the eighth month. In this case, the State, in consultation with the Contractor, will liquidate the advance earlier.

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2) Subsequent Payments

- a. Subsequent payments to Contractor shall be contingent upon receipt by the State of the DOE Monthly Expenditure Report, the DOE Monthly Weatherization Activity Report, and the DOE Monthly Activity Report, as required under Exhibit B, Section 2.B. of this Agreement.
- b. Contractor shall be entitled to obtain reimbursement as described in Exhibit B, Section 3.D., not to exceed an average of \$2,614 per dwelling unit weatherized and for applying the energy conservation measures and other program activities including capital-intensive expenditures as specified in this Agreement. In the event the Governor declares a State of Emergency or Local Emergency under Article 13 or 14 of the Emergency Services Act, the maximum reimbursement shall be \$3000 per dwelling unit.
- c. The State of Emergency or Local Emergency includes a weather event relating to cold or hot weather, flood, earthquake, tornado, hurricane, ice storm/freeze; or an event meeting such other criteria as the Governor and/or the President, at their discretion, and/or their designee may determine to be appropriate.

B. Reporting

1) Monthly Reports

- a. Contractor shall ensure that the monthly report consisting of the DOE Monthly Expenditure Report, CSD 571, the DOE Monthly Activity Report, CSD 571A, and the DOE Monthly Weatherization Activity Report, CSD 571B, are submitted with an original signature and received by the State on or before the fifteenth calendar day of the month following the end of the reporting period, irrespective of the level of activity or amount of expenditures. The issuance of other CSD contracts, including reimbursement payments to the Contractor, shall be contingent upon timely receipt of the required reports of this Agreement.
- b. Due dates for monthly reports to CSD are as follows:

<u>Report Period</u>	<u>Due Date</u>
April 2003	May 15, 2003
May 2003	June 15, 2003

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June 2003	July 15, 2003
July 2003	August 15, 2003
August 2003	September 15, 2003
September 2003	October 15, 2003
October 2003	November 15, 2003
November 2003	December 15, 2003
December 2003	January 15, 2004
January 2004	February 15, 2004

2) **Semiannual Reports**

a. **Success Story**

Contractor is encouraged to submit voluntary information on the DOE Semiannual Success Story Report, CSD 525, to the State on or before the fifteenth calendar day of the month following the end of the reporting period. The first report, covering the report period of April 1 through September 30, 2003, is due October 15, 2003. The second report, covering the report period of October 1, 2003 through January 31, 2004, is due February 15, 2004.

b. **Training and Technical Assistance**

Contractor shall submit information regarding training and technical assistance as well as group client education activities on a semiannual basis on the DOE Semiannual Training and Technical Assistance Report, CSD 524, to the State on or before the fifteenth calendar day of the month following the end of the reporting period, irrespective of the level of activity or amount of expenditures. The first report, covering the report period of April 1 through September 30, 2003, is due October 15, 2003. The second report, covering the report period of October 1, 2003 through January 31, 2004, is due February 15, 2004.

c. **Leveraging**

Contractor shall submit information regarding leveraging activities on a semiannual basis on the DOE Semiannual Leveraging Report, CSD 523, to the State on or before the fifteenth calendar day of the month following the end of the reporting period, irrespective of the level of activity or amount of expenditures. The first report, covering the report period of April 1 through September 30, 2003, is due October 15, 2003. The second report, covering the report period of October 1, 2003 through January 31, 2004, is due February 15, 2004.

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3) **Close-out Report**

Contractor shall submit on the appropriate CSD forms, a financial and programmatic close-out report and return all unexpended funds to the State within 90 calendar days after expiration of this Agreement. Final reimbursement to Contractor, if owed, shall be contingent upon receipt of this close-out by the State. Administrative, health and safety, and training and technical assistance costs shall not exceed the maximum allowable amounts. Any costs exceeding these limits shall be disallowed. Subsequent payments for other CSD contracts shall also be contingent upon timely receipt of the close-out of this Agreement. The issuance of other CSD contracts, including reimbursement to the Contractor, shall be contingent upon timely receipt of the close-out of this Agreement.

4) **Review**

- a. The State shall review Contractor's monthly program operation reports and evaluate Contractor's demonstrated ability to effectively utilize all funds available under this Agreement.
- b. An amendment to the total consideration of this Agreement may occur as a result of the State's review of Contractor's performance related to program and fiscal operations.

3. **Budget Definitions**

A. **Cost Reporting**

All costs shall be reported using a "modified accrual" or "accrual" method of accounting.

B. **Administrative Costs**

- 1) Administrative Costs shall be limited to a maximum of five percent (5%) of the cumulative allowable program expenditures. Contractors funded at less than \$350,000 may request an additional five percent (5%) by submitting the DOE Application for Additional Administrative Funds, CSD 574 (Rev. 3/98). Allowable program expenditures shall include costs for auxiliary functions such as accounting, auditing, monitoring assistance, facilities, utility costs, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.

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- 2) Local governments shall use OMB Circular A-87 (Cost Principles for State and Local Governments) as a guide for determining administrative costs.
- 3) Private, nonprofit corporations shall use OMB Circular A-122 (Cost Principles for Nonprofit Organizations) as a guide for determining administrative costs.

C. Payment Guidelines

- 1) Reimbursement to Contractor shall be the Contractor's actual expenditures of all activities and energy conservation measures completed and reported pursuant to this Agreement, provided that Contractor does not request reimbursement or credit for the same activity or measure from any other funding source. Contractor may claim reimbursement not to exceed an average of \$2,614 per dwelling only for allowable measures and activities performed under this Agreement.
- 2) Program Costs include actual costs for labor, materials, and program support that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State, for the purpose of delivering services. Allowable costs shall be as set forth in Title 10, Code of Federal Regulations, Section 440.18(c).

E. Mileage

Contractor may claim \$.66 per mile for one round trip for any one dwelling weatherized. This reimbursement is applicable only to those dwellings located outside a 40-mile radius from Contractor's materials storage site. If more than one dwelling is weatherized per trip, the mileage reimbursement applies only to the dwelling serviced that is the farthest from Contractor's materials storage site, or headquarters if the work is being performed by a subcontractor.

4. Attachments

The following attachment to this exhibit is hereby incorporated by this reference:

Attachment I DOE Weatherization Program Budget, CSD 570 (Rev. 3/02)

**EXHIBIT B - ATTACHMENT I
2003 DOE WEATHERIZATION BUDGET**

Contractor Name: Community Services Department of San Bernardino County		Contract Number: 03C-1482	
Class "B" Contractor's License No.:	Name on License:		Expiration Date:
Prepared By: Rachel A. Feir, Interim Fiscal Officer	E-mail: rfeir@csd.sbcounty.gov	Telephone Number: (909) 891-3974	Fax Number: (909) 891-9289
SECTION A - ADMINISTRATIVE COSTS			CSD USE
1.a	Salaries and Wages	\$ 6,950	
1.b	Fringe Benefits	1,735	
1.c	Facilities	2,300	
1.d	Utilities	0	
1.e	Equipment Total (specify below)	0	
	1. 2.		
1.f	Telephone - Communications	200	
1.g	Travel Total (specify below)	1,200	
	1. In-State \$ 200 2. Out-of-State \$ 1,000		
1.h	Accounting	300	
1.i	Insurance Bonding	25	
1.j	Office Supplies	150	
1.k	Miscellaneous Total (specify below)	592	
	1. Computer Svcs/Postage 2. Printing		
1.l	TOTAL Section A (Should not exceed 5% of Contract)	\$ 13,452	5 %
SECTION B - PROGRAM COSTS			CSD USE
2.a	Training and Technical Assistance	2,500	
2.b	Vehicle and Equipment - Acquisition Costs	3,000	
2.c	Liability Insurance	2,000	
2.d	Financial Audit	500	
2.e	Leveraging	0	
2.f	Health and Safety (Not to exceed 25% of Sections B & C)	30,000	12 %
2.g	TOTAL Section B	\$ 38,000	
SECTION C - PROGRAM OPERATIONS			CSD USE
3.a	Measures (Do not include Health and Safety Measures)	\$ 208,881	
3.b	Outreach	2,905	
3.c	Intake	2,905	
3.d	Client Education	2,905	
3.e	TOTAL Section C	\$ 217,596	
SECTION D - TOTAL OF SECTION B & C		\$ 255,596	95 %
SECTION E - TOTAL CONTRACT BUDGET (Total of Sections A, B, & C)		\$ 269,048	
SECTION F - TOTAL UNITS			
Total Projected Units:		# 100	
SECTION G - AVERAGE COST PER UNIT			
Average cost per unit:		\$ 2,176	

The maximum average per unit is \$2,614. To determine the average cost per unit, divide Section C.3.e, by Section F.

Handwritten initials

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement shall become a valid, enforceable agreement only after both parties sign it.

2. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. Audit

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code Section 10115 et seq., California Code of Regulations Title 2, Section 1896)

5. Indemnification

Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

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6. Disputes

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. Termination for Cause

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid the Contractor upon demand.

8. Independent Contractor

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. Nondiscrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. Timeliness

Time is of the essence in this Agreement.

EXHIBIT C
(Standard Agreement)

11. Compensation

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise so provided.

12. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

13. Child Support Compliance Act

For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with, that:

- A. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

14. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

15. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

16. Union Organizing

For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

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By signing this Agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this Agreement and agrees to the following:

- A. Contractor will not assist, promote, or deter union organizing by employees performing work on a State service contract, including a public works contract;
- B. No State funds received under this Agreement will be used to assist, promote, or deter union organizing;
- C. Contractor will not, for any business conducted under this Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the State property is equally available to the general public for holding meetings; and
- D. If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Travel and Per Diem

- A. Contractor's total travel for in-state and/or out-of-state and per diem costs shall be included in the contract budget(s).
- B. All travel including out-of-state travel not included in the budget(s) shall not be reimbursed without prior written authorization from CSD.
- C. Contractor's administrative-related travel and per-diem reimbursement costs shall be reimbursed based on the Contractor's policies and procedures.
- D. Contractor's programmatic-related travel costs and per-diem reimbursement rates shall not exceed the amounts established by the State Department of Personnel Administration Rules and Regulations, Section 599.619, dated July 1, 1997, and as amended from time to time.

2. Conflict of Interest

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards in writing to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

3. Insurance and Fidelity Bond

A. General Requirements

1) Third-Party Insurance

- a. By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.
- b. Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.

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- c. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide, at least 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate of Insurance (ACORD 25) shall identify and name the State as the Certificate Holder.
 - d. New Certificates of Insurance are subject to review for content and form by CSD.
 - e. In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.
 - f. With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all certificates of insurance required under this Agreement.
 - g. The issuance of other CSD contracts and amendments, to include any cash advances and reimbursement payments to the Contractor, shall be contingent upon required current and sufficient insurance coverage on file at CSD for this Agreement.
- 2) Self-Insurance
- a. When Contractor is a self-insured governmental entity, the State, upon satisfactory proof, may waive the appropriate insurance requirements upon written certification. An appropriate county or city risk manager shall sign this certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.
 - b. Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.
 - c. Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

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B. Workers' Compensation Insurance

- 1) Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
- 2) Contractor shall submit either an applicable Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure issued by the Director of the Department of Industrial Relations to the State as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

C. Fidelity Bond

- 1) Contractor shall have and maintain a fidelity bond in the minimum amount of four percent of the total amount of consideration set forth under this Agreement.
- 2) Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to the State as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

D. General Liability Insurance

- 1) Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
- 2) Contractor shall submit an applicable Certificate of Insurance (ACORD 25), naming CSD as an additional insured, to the State as evidence of compliance with general liability insurance requirements prior to issuance of an initial cash advance.
- 3) Contractor shall have and maintain general liability, property and pollution insurance for a combined single limit of not less than \$500,000 per occurrence.

E. Vehicle Insurance

- 1) Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.

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- 2) ~~When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement nonowned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work is not within the scope of employment.)~~
- 3) Contractor shall submit an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to the State as evidence of compliance with said vehicle insurance requirements prior to issuance of an initial cash advance.

4. Termination and Suspension

- A. Either party may terminate this Agreement at any time prior to its date of expiration upon 30 calendar day's notice to the other party. Such notice shall be delivered to the other party in writing, stating the reason for termination and the effective date thereof.
- B. Upon termination of this Agreement, the State, unless expressly granted in writing, shall not pay Contractor for any obligations incurred after the effective date of such termination. Contractor shall be paid for work performed prior to termination, as long as the work was performed according to the covenants contained herein at the time and in the manner provided herein.

5. Lien Rights

The State retains lien rights on all funds advanced.

6. Term Extension

CSD shall not approve a term extension.

7. Subcontracts

- A. Contractor may enter into subcontract(s) to perform the provisions of this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to, an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in Exhibit A, Section 2.
- B. Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement the name of the subcontractor

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entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed under this Agreement.

- C. Contractor shall immediately notify all of its subcontractor(s) in writing within five days of such action in the event the State suspends, terminates, and/or makes changes to the services to be performed under this Agreement.
- D. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontract(s).
- E. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

8. Governing Board Resolution

Contractor assures that its governing body has adopted and passed a resolution specific to this Agreement, which shall be forwarded to the State and which includes, at minimum, the following provisions:

- A. Authorization for the submittal to the State of this Agreement, including all exhibits and assurances contained herein;
- B. The name and signature of the chairperson of the board; the date signed by the chairperson; and, if applicable, the date the resolution was ratified by the board of directors;
- C. Identification of the contract number and program;
- D. Authorization to and identification of the person/position certified as the official representative of the governing board to sign and enter into this Agreement and any subsequent amendments; and

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- E. A statement, if subcontracting with a nonprofit or local governmental entity, that identifies the name of the subcontracted entity, the types of services to be provided by that entity, and the service area where subcontracted activities shall occur.

9. Contractor Licensing

Contractors that are nonprofit organizations and are performing weatherization activities under this Agreement certify that they possess and will continue to have an active Class "B" General Building Contractor license and all other required licenses, issued in the agency's name/qualifying individual by the Contractors' State License Board (CSLB). Contractor shall notify CSD when any changes in licensing occur as referenced by CSD letter and attachment to Energy Contractors Network, dated July 28, 1998.

10. Contractor's National Labor Relations Board Certification

Contractor hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court, by a Federal Court, has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal Court that orders Contractor to comply with an order of the National Labor Relations Board.

11. Drug-Free Workplace Requirements

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
- 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs; and
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on the proposed Agreement will:

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- 1) Receive a copy of the company's drug-free workplace policy statement;
and
- 2) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

12. Forms

CSD shall provide masters of intake forms and reporting forms, and Contractor shall duplicate them for future use. Electronic forms will be provided upon Contractor's request. Contractor equivalent forms must be approved by CSD.

13. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

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ADDITIONAL PROVISIONS

1. Limitation on Use of Funds

Contractor shall assure that funds received under this Agreement shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

2. Audit Reports

- A. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for nonprofit and public agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards, 1994 Revision, as amended."
- B. The financial and compliance audit shall contain the following supplementary financial information:
- 1) A combining statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the contract or audit period.
 - 2) A computation sheet for each contract used to calculate the Contractor's earnings for the contract or audit period, including measurable values. The results of this calculation will be used to determine:
 - a. the amount due Contractor;
 - b. the amount due CSD; or
 - c. whether the Contractor has been paid in full.
- C. Private, nonprofit contractors shall submit to CSD two (2) copies of the required audit report within six months of the end of the Contractor's fiscal year. Upon written request by the Contractor's CPA, which includes an explanation of why the audit cannot be submitted within six months of the end of the Contractor's fiscal year, CSD Audit Services Unit may grant an extension for submittal of the audit report not to exceed an additional 30 calendar days from the original due date.

The audit reports are to be submitted to the following address:

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Department of Community Services and Development
Attention: Audit Services Unit
700 North 10th Street, Room 258
Sacramento, CA 95814

- D. Local governmental entities shall submit to CSD two copies of the required audit report within 30 calendar days after the completion of the audit but no later than nine months after the end of the audit period. The audit reports are to be submitted to the address stated in Section 1.C. above.

Local governmental agencies also shall submit the required number of copies of the audit report in accordance with the guidelines set by the Division of Audits of the State Controller's Office. Said reports are to be submitted to the following address:

State Controller's Office, Audits Division
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

- E. Where services or funds under this Agreement are provided to, for, or by a wholly owned, or wholly controlled subsidiary of Contractor, Contractor hereby provides assurance that an audit shall be performed of this subsidiary organization in accordance with this Section. Said required audit report shall be made available to the State upon request.

3. Suspension and Termination

- A. The State may, upon reasonable notice to Contractor or Subcontractor, suspend this Agreement in whole or in part. In the case of Contractor's fraud or gross negligence, suspension without prior notice by the State is permissible.
- B. If Contractor has failed to comply with the material or performance-based terms of this Agreement, the State shall:
- 1) Notify the Contractor in writing by certified mail or personal service;
 - 2) Specify the effective date of the suspension;
 - 3) Specify the reasons for the suspension and what corrective action is expected;
 - 4) Give a specified period of time in which to take corrective action; and
 - 5) Inform the Contractor that if the corrective action is not taken within the specified time frame, the State will terminate the contract.

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- C. A suspension shall remain in effect until Contractor has taken corrective action satisfactory to the State.
 - D. New obligations, including costs for goods, services, or related expenses, incurred by Contractor under this Agreement during the suspension period will not be allowed unless expressly authorized by the State in the notice of suspension.
 - E. The State may suspend this Agreement, in whole or in part, if Contractor has demonstrated two consecutive contract terms of unexpended funds in an amount of 10 percent or greater of their contract amount. The 93C- DOE WAP contract was designated the base-year or the inception year to calculate the specific time frame denoting the first in a series of "consecutive" years. Additionally, the State may mandate special contract conditions that may require subcontracting of the DOE WAP services.
4. Contractor Assurances and Certifications
- A. Contractor certifies that it possesses legal authority to apply to the State for grants funded under the DOE Weatherization Assistance Program for Low-Income Persons and assures compliance with the purposes as set forth in 42 USC 6861 et seq., as amended.
 - B. Contractor assures that it shall exercise due care in the use, maintenance, protection, and preservation of State-owned property in Contractor's possession or any other property purchased by Contractor with State funds. Such care shall include, but is not limited to, the following:
 - 1) Maintaining insurance coverage against loss or damage to such property.
 - 2) Ensuring that the legal ownership of any motor vehicle or trailer is in the name of the Contractor.
 - C. Contractor acknowledges that this is a performance-based contract as cited in Exhibit F, Section 1., and assures that all supplies, materials, equipment, or services purchased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
 - 1) Contractor shall adhere to its established policies and procedures regarding the purchase or lease of equipment having a per-unit cost of five thousand dollars (\$5,000) or more. Policies and procedures shall be in conformance with OMB requirements contained in the following Circulars: A-102, Subpart C, or A-110 and approved by the Board of

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Directors. Noncompliance shall result in a disallowance of purchase/lease item(s).

- 2) Contractor shall include the type and cost of equipment or material to be purchased or leased on the "Equipment" line item of the budget(s). However, prior approval for the purchase or lease of vehicles and trailers with a per-unit cost of five thousand dollars (\$5,000) or more must be obtained from CSD in each instance, whether or not such action is included in the budget(s). Contractor shall prepare and submit the CSD 558, Request for Purchase/Lease Approval, form to CSD prior to commencing purchasing/leasing activities.
- D. Contractor assures that it shall be in compliance with Federal and State Occupational Safety and Health Statutes, the California Safe Drinking Water and Toxic Enforcement Act of 1986, Workers' Compensation laws, Cal/OSHA Lead in Construction Standard, Title 8, Code of California Regulations (CCR) Section 1532.1, and Environmental Protection Agency rules in 40 CFR Part 745, Lead; Requirements for Hazard Education Before Renovation of Target Housing; Final Rule.
- E. Contractor assures that all weatherization personnel have been trained in lead-safe weatherization practices using CSD Lead-Safe Weatherization Training materials or other equivalent course materials. Records are to be maintained documenting trained personnel and completion dates of the required training.
- F. Contractor assures that outreach activities designed to assure that eligible households with elderly, disabled, American Indian, migrant or seasonal farmworker individuals, and children age 18 and under are made aware of the assistance available under this Agreement.
- G. Federal Certification Regarding Debarment, Suspension, and Related Matters

Contractor hereby certifies to the best of its knowledge that it or any of its officers:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year (3) period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery,

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bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
- 4) Have not within a three-year (3) period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.

H. Contract Administration

Contractors shall administer this Agreement in accordance with OMB requirements contained in the following Circulars: A-102, Subpart C, for public agencies or A-110 for nonprofit organizations.

I. Pro-Children Act of 1994

Contractor must comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

J. American-Made Equipment/Products

Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

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5. Compliance with Rules and Regulations

Activities of Contractor with respect to this Agreement shall be conducted in accordance with pertinent federal and state rules and regulations, including relevant Office of Management and Budget (OMB) Circulars and amendments thereto.

6. Provisions for Federally Funded Grants

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of Congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the state by the United States Government for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The State has the option to void this Agreement under the 30-day cancellation clause or to amend this Agreement to reflect any reduction for funds.

7. Nondiscrimination Compliance

- A. Contractor hereby certifies compliance with the following:
 - 1) Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
 - 2) Title VI and Title VII of the Civil Rights Act of 1964, as amended.
 - 3) Rehabilitation Act of 1973, as amended.
 - 4) Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
 - 5) Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
 - 6) Public Law 101-336, Americans with Disabilities Act of 1990.

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- B. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this Section.

8. Affirmative Action Compliance

- A. Each Contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more, shall be required to develop a written Affirmative Action Compliance Program.
- B. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250.33, and Sections 60-741.4 through 60-741.32.
- C. Each Contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

9. Political Activities

- A. Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.
- B. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

10. Lobbying Activities

- A. Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other funds, programs, projects, or activities that flow from this Agreement.
- B. If Contractor engages in lobbying activities, Contractor shall complete, sign and date the Certification Regarding Lobbying/Disclosure of Lobbying Activities, Exhibit K, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

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PROGRAMMATIC PROVISIONS

1. Performance-Based Requirements

- A. Adequate fiscal performance will be the achievement of one hundred percent (100%) of stated expenditures by January 31, 2004. Achievement of the following expenditure percentages shall occur as follows.
- 10% by April 2003
 - 20% by May 2003
 - 30% by June 2003
 - 40% by July 2003
 - 50% by August 2003
 - 70% by October 2003
 - 100% by January 2004
- B. CSD shall review Contractor's achievement of goals each month.
- C. At the conclusion of each monthly period of the contract term, CSD shall review Contractor's achievement of goals, and if they are not being achieved, CSD shall contact Contractor that contract goals are not being met and Contractor shall be required to provide an immediate resolution.
- D. If the Contractor has previously been contacted regarding noncompliance and is found to have another monthly period of noncompliance, the Contractor shall be notified in writing that contract goals are not being met and that the agency has established a pattern of non-achievement of goals. The agency shall have to meet all goals inclusive to the next one-month period.
- E. If, at the conclusion of the August reporting period the agency has not achieved 50% of the contract goals or has failed to meet contract goals after written notification disclosing noncompliance, the State shall enter negotiations with the Contractor to access a realistic capacity to expend the remaining funds and a determination may be made as to the viable amount of funds that will remain in the contract. If a determination results in unexpended funds becoming available, the State will redistribute such funds to an eligible performing Contractor within the general geographic region of the Contractor-of-record. In the event a performing Contractor does not exist in the general geographic region, then the State shall reserve the right to redistribute funds to a performing Contractor within the state. If negotiations result in a modified expiration of the contract, Exhibit B Section 2. B. 3) shall prevail.

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2. Equitable Treatment

Contractor shall assure that homeowners and renters receive equitable treatment under this program.

3. Record-Keeping Responsibilities

- A. All records maintained by Contractor shall meet the OMB requirements contained in the following circulars: A-102, Subpart C, ("Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") or A-110 for Nonprofit Organizations, whichever is applicable.
- B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years (3) after submission of the final report. However, Contractor shall maintain all such records until resolution of all audit and monitoring findings are completed.
- C. Contractor shall make appropriate books, documents, papers, and records available to the Federal government, the State, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request therefore.
- D. Contractor shall maintain a separate file for each applicant certified as eligible to receive assistance. Said files shall include at least the following documentation:
 - 1) Energy Intake Form;
 - 2) Copies of source documents supporting eligibility;
 - 3) Building Check and Job Order Sheet;
 - 4) A source document that substantiates that the client was provided energy conservation education;
 - 5) If an energy audit is performed, a copy of the energy audit output report listing the recommended energy conservation measures. If an output report showing the measures installed is completed, a copy of this installed measures report;
 - 6) Written permission of the owner of a rental unit, or his/her agent, prior to performing any weatherization services recorded on the Energy Service Agreement for Rental Units, CSD 515, or the DOE Service Agreement for Unoccupied Multi-Unit Buildings, CSD 515d;

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- 7) Required building permits;
 - 8) Documentation of compliance with the Environmental Protection Agency rules in 40 CFR 745, Lead; Requirements for Hazard Education Before Renovation of Target Housing, Final Rule, using Lead-Safe Education Confirmation of Receipt, CSD 321; Notice of Weatherization/Renovation, CSD 320; and Record of Tenant Notification Procedures, CSD 322; and
 - 9) If applicable, CSD Weatherization Deferral Form.
- E. Contractor shall also maintain client intake/needs assessment and appropriate supporting documentation, including appeal documents, for each applicant who is not certified as being eligible to receive assistance.
- F. Contractor shall ensure that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.
- G. Contractor assures that all dwelling expenditures are based on actual costs, are traceable, and that all costs expended under this Agreement have purchase orders, inventory records, and time sheets identifying the funding source. To be sure that the per-dwelling average has not been exceeded, Contractor shall calculate the average program support including materials costs at least once each reporting period and shall retain a dated copy in a file to be available for review by CSD upon request.
4. Right to Monitor, Audit, and Investigate
- A. Any duly authorized representative of the Federal or State government, which includes but is not limited to the State Auditor and the entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.
- 1) Unless Contractor assumes the task of arranging inspection visits with the selected weatherization clients, Contractor shall provide the use of a telephone to the inspector.
 - 2) Contractor is required to accompany the inspector on client inspection visits and may provide transportation and equipment to the inspector, in accordance with the CSD Inspection Policies and Procedures.
- B. Any duly authorized representative of the Federal or State government shall have the right to undertake investigations in accordance with 42 U.S.C. 6861 et seq., as amended.

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- C. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting the State or a duly authorized representative of the Federal or State government access to the working papers of said audit firm(s).
- 5. Fair Hearing Process for Alleged Violation of the Civil Rights Act Against Contractor
 - A. In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.
 - B. The State shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations, Section 81.1., et seq.
- 6. Fair Hearing Process for Applicants for Denial of Benefits by Contractor
 - A. Contractor shall inform, at the time of intake, all applicants of their right to appeal all claims for assistance that are denied or are not acted upon with reasonable promptness.
 - B. Contractor shall review all claims from applicants who are determined ineligible for benefits or who have submitted written notice that there has been an unreasonable delay in processing their application.
 - C. Contractor shall conduct a structured, fair, and impartial meeting within five working days of the initial request for appeal and shall make a good faith effort to resolve the applicant's complaint(s) at the local level. Contractor shall make a written finding that sets forth the case of both parties and the decision of Contractor.
 - D. If the appeal is not resolved at the local level, Contractor shall inform the applicant that an appeal to the State may be requested as part of the Fair Hearing process and shall provide the applicant with an appropriate form.
 - E. If the applicant decides to appeal to the State, applicant shall submit a written appeal request to be received by the State within 10 working days from the date of Contractor's final decision. Upon request from CSD, Contractor shall provide all supportive documentation to be received by the State within five working days.
- 7. Contractor Activities
 - A. Coordination

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Contractor shall refer all potentially eligible applicants to other energy conservation programs. Contractor shall coordinate its activities with other Federal, State, or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, and defraying energy costs of low-income households.

B. Concurrent Activities

Contractor may perform services and install energy conservation measures as per this Agreement and as per other energy programs concurrently in the same dwelling as feasible and in the best interest of the client; however, Contractor may not claim reimbursement for services performed and energy conservation measure(s) installed from more than one funding source.

C. Permission of Owner

Contractor shall obtain written permission of the owner of a rental unit, or his/her agent, prior to performing any DOE WAP services. Such permission shall be recorded on the Energy Service Agreement for Rental Units, CSD 515, or the DOE Service Agreement for Unoccupied Multi-Unit Buildings, CSD 515d.

- D.** DOE WAP services shall be provided to a dwelling unit on a one-time basis for the same occupant(s), except that Contractor may return to the unit within the same calendar year under which the initial services were provided and apply measures not applied during the initial services within the total remaining expenditure limit. The only exception shall be when the unit is damaged by a natural disaster such as a fire, earthquake, hurricane, etc., and such damage is not covered by insurance.

8. Special Provisions

A. Applicant Eligibility

- 1) Appropriate applicant eligibility documents shall be maintained in each applicant's file.
- 2) Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. noncitizen national, or qualified alien status. Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Regulations, forms, and other written guidance provided by CSD.
- 3) Income verification must be for at least one month and be current within six (6) weeks of the application intake date.

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- 4) DOE WAP services shall be available only to the following households:
 - a. Households with incomes that do not exceed an amount equal to 60 percent of the State Median Income; or
 - b. Households in which one or more individuals are receiving one or more of the following types of assistance and whose income does not exceed an amount equal to sixty percent (60%) of the State Median Income:
 - i. Temporary Assistance for Needy Families (TANF), Public Law 104-193, Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Chapter 2, Part 3, Division 9, of the Welfare and Institutions Code;
 - ii. Supplemental Security Income (SSI)/State Supplementary Program (SSP) payments;
 - iii. Food Stamps;
 - iv. Payments under Sections 415, 521, 541, or 542 of Title 38 of the United States Code, or under Section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
 - v. County General Assistance, Part 5, Division 9, of the Welfare and Institutions Code.
 - 5) No household shall be excluded from eligibility on the basis of household income if that income is less than one hundred and ten percent (110%) of the federally established poverty level.
 - 6) The provision of weatherization services shall begin within four (4) months of the households' income eligibility certification or the household shall be recertified.
- B. Service Priority
- 1) Contractor shall give first priority for weatherization services to those households that have the highest energy burden and high residential energy users. See Exhibit I, Definitions.

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- 2) Contractor shall factor into its first priority eligible households with elderly, persons with disabilities, American Indians, migrant and seasonal farmworkers, and families with children under the age of 19.
- 3) Additional priorities shall be as set forth in Exhibit H, Weatherization Priority Plan Narrative.

C. Scope of Services

1) Outreach

Contractor shall perform appropriate outreach activities to ensure households in the service area are informed about the DOE WAP and have an opportunity to apply for services.

a. Unweatherized Dwellings

Contractor may claim reimbursement for outreach in accordance with Exhibit B, Section 3.D. for each eligible unit not previously weatherized. Additionally, Contractor will be allowed to claim reimbursement when a safety check of combustion appliances reveals safety hazards that preclude tightening of the envelope.

b. Dwellings Weatherized with Low-Income Home Energy Assistance Program (LIHEAP) and DOE WAP Funds

Contractor may claim reimbursement for outreach only once when LIHEAP and DOE WAP funds are used concurrently in the same unit.

2) Intake

Contractor shall perform intake for clients to determine eligibility using the Energy Intake Form, CSD 43 (as revised from time to time) or Contractor's equivalent. Client intake is reimbursable as a program support activity.

a. Unweatherized Dwellings

Contractor may claim reimbursement for intake in accordance with Exhibit B, Section 3.D. for each eligible household not previously weatherized. Additionally, Contractor will be allowed to claim reimbursement when a safety check of combustion appliances reveals safety hazards that preclude tightening of the envelope.

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- b. Dwellings Weatherized with Nonfederal Funds

If the previous weatherization was performed under a nonfederal program, the occupant eligibility must be certified; therefore, Contractor may claim reimbursement for intake.
 - c. Dwellings Weatherized with LIHEAP and DOE WAP Funds

Contractor may claim reimbursement only once when LIHEAP and DOE WAP funds are used concurrently in the same unit.
 - d. Contractor shall establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the applicant's request within a reasonable amount of time.
 - e. Contractor shall accept applications for assistance during regular business hours.
 - f. Contractor shall provide to low-income individuals who are physically infirm the means to submit applications without leaving their residences.
 - g. Contractor shall provide intake only at sites accessible to the disabled.
- 3) Assessment of Dwellings
- a. Following intake and preceding the installation of any weatherization services, Contractor shall assess each eligible dwelling.
 - b. Contractor shall inspect the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs. All pre-1979 dwellings are subject to the lead-safe weatherization guidelines in accordance with the CSD Lead-Safe Weatherization Policies.
 - c. If the dwelling unit is not eligible because of the need for extensive repair, Contractor shall not service the unit and should refer the applicant to the local Housing and Community Development Department, U.S. Farmers Home Administration Housing Loan Program, or other similar organizations or programs.

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- d. Contractor shall record documentation of ineligibility due to the need for extensive repairs on the DOE Building Check and Job Order Sheet.
 - e. If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.
 - f. If an unvented space heater is being utilized, Contractor shall not apply infiltration reduction measures unless venting is installed or the unit is replaced.
 - g. If it is determined during the assessment that the dwelling unit contains a condition that is hazardous to the occupants, proper steps in accordance with CSD Low-Income Weatherization Assistance Program Policies and Procedures manual must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration reduction measures.
 - h. Contractor shall perform a blower door test on each dwelling with forced air units in accordance with CSD Low-Income Weatherization Policies and Procedures. In units with one or more combustion appliances present, blower door testing shall follow the preliminary combustion appliance safety checks.
- 4) Previously Weatherized Dwellings (Also Known as Reweatherized Dwellings)
- a. If a dwelling has been previously weatherized under a Federal Program between September 30, 1985, and September 30, 1993, Contractor may provide, within the dollar limits of this Agreement, heretofore unapplied allowable measures. Contractor shall report this activity as a reweatherized unit. Contractor must perform an energy audit for each unit to be reweatherized. Only those energy conservation measures at or above a savings-to-investment ratio (SIR) of 1 are allowable. The dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of the dwelling.

Additionally, a dwelling that has been damaged by a natural disaster such as fire, flood, earthquake, hurricane, etc., or any other act of God, and repair of the damage to weatherization materials is not paid for by insurance, Contractor may have the damages

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repaired. The occupant must be certified as currently eligible, and a new dwelling assessment must be performed.

- b. If the previous weatherization was performed under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling and intake.
- 5) Other Dwellings
- a. Occupied Multiple Unit Dwellings
 - i. Funds under this Agreement may be used to weatherize an entire building containing multiple dwelling units only if the dwelling units occupied by eligible applicants represent at least 66 percent of the total units within the building (applicant as defined in Exhibit F, Section 8. A. of this Agreement). In order to weatherize a building that contains two units or four units, at least 50 percent of the dwelling units must be eligible. Otherwise, only units occupied by eligible households shall be serviced.
 - ii. The amount of funds applied to weatherization services in a building shall not exceed the number of eligible dwelling units multiplied by the \$2,614 maximum average per unit in accordance with Exhibit B, Section 3.D. Example: if a building of 10 units has eight units occupied by eligible households and two units occupied by ineligible households, \$20,912 is the maximum to be paid. Within the \$20,912 (\$887 maximum for minor envelope repairs per eligible unit), \$7,096 is the maximum amount for the minor envelope repairs that can be reimbursed.
 - iii. Contractor shall certify unit eligibility by completing Energy Intake Form, CSD 43, latest version, or Contractor's equivalent for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building/complex is not acceptable.
 - iv. Contractor shall complete a Multi-Family Dwelling Unit Eligibility Certification, CSD 75P (Rev. 1/96), for each complex and shall maintain a copy in each individual client file.

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- v. For multi-unit dwellings with a common water heater, Contractor may claim reimbursement for only one water heater. Contractor may claim reimbursement for the actual number of water heater blankets used to wrap the common water heater. Contractor shall prorate the cost among all dwelling units.

b. Unoccupied (also known as vacant) Multi-Unit Buildings

If an entire building is unoccupied and it will become eligible within 180 days and it is being rehabilitated under a Federal, State or local government building improvement program, each dwelling unit within said building may be weatherized providing the owner or owner's agent signs the DOE Service Agreement for Unoccupied Multi-Unit Buildings, CSD 515d, an agreement limiting occupancy to those meeting eligibility guidelines set forth in Exhibit F, Section 8.A. of this Agreement for a period of two years from the completion of the weatherization work.

c. Group Homes

If the building does not qualify as a multi-family structure, income eligibility is based on all occupants as a group, and the building must be weatherized as a single dwelling unit. The maximum that can be paid is an average of \$2,614 as specified in Exhibit B, Section 3.D.

d. Temporary Shelters/Homeless Individuals

Eligibility of the occupants may be assumed if the owner/operator will certify in writing that occupancy is limited to no more than 90 calendar days and that admittance criteria complies with CSD contract eligibility guidelines. Whether or not rent is paid has no effect on eligibility. Maximum reimbursement will be based on the unit otherwise qualifying as a multi-family structure or a group home.

6) Ineligible Dwellings

- a. Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a Federal, State, or local program within 12 months from the date weatherization of the dwelling unit would be scheduled to be completed.

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- b. Contractor shall not weatherize a dwelling having master-metered units unless direct savings to individual tenants can be documented. Contractor shall place such documentation in the client's file.
 - c. No institutional or commercial building (university, school, nursing home, hospital, hotel, motel, etc.) may be weatherized under this Agreement.
- 7) Health and Safety
- a. Contractor may not include any health and safety procedure as a capital-intensive measure.
 - b. Contractor may apply no more than 25 percent of the total program operations funds expended toward mitigating health and safety hazards based on heating and cooling services.
 - c. Following dwelling assessment and prior to installing any weatherization services, Contractor shall conduct a preliminary combustion appliance safety check on all dwelling units that are not all-electric units, and, where applicable, perform a post-check of said dwelling. Contractor shall perform a combustion appliance safety post-test according to the specifications outlined in the Combustion Appliance Safety Inspection Form (RHA 1/15/03).
 - d. Contractor shall perform all combustion appliance safety (CAS) testing in conformance with the CSD Conventional Home Weatherization Installation Standards (WIS) and CSD Mobile Home WIS.
 - e. Contractor may claim reimbursement for assessment in accordance with Exhibit B, Section 3.D. for each eligible household. Additionally, Contractor will be allowed to claim reimbursement when a safety check of combustion appliances reveal safety hazards that preclude tightening the envelope.
 - f. Contractor shall install at least one carbon monoxide (CO) alarm in each dwelling containing any type of combustion appliance, including those that burn wood, pellets, coal, liquid petroleum, and oil. Contractor shall install a second CO alarm when prescribed by Section 30 of the CSD Conventional Home WIS.

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- .g. Contractor is authorized to: (1) mitigate health and safety hazards generated by combustion appliances; (2) preserve or improve indoor air quality; and (3) address knob-and-tube wiring.
 - h. Contractor shall correct all health and safety hazards resulting from weatherization measure installation.
 - i. Contractor shall comply with the Environmental Protection Agency rules in 40 CFR Part 745, Lead; Requirements for Hazard Education Before Renovation of Target Housing; Final Rule, on applicable dwellings.
 - j. Contractor shall document confirmation of receipt of lead pamphlet, *"Protect Your Family From Lead in Your Home"* by dwelling occupant using the Lead-Safe Education Confirmation of Receipt, CSD 321. All pre-1979 dwellings are subject to the lead-safe weatherization guidelines in accordance with the CSD Lead-Safe Weatherization Policies. Contractor shall document notification to tenants of multi-family housing of weatherization and/or renovation activities in common areas using the Notice of Weatherization/Renovation, CSD 320, and the Record of Tenant Notification Procedures, CSD 322.
 - k. Contractor shall budget and report expenditures for health and safety hazard abatement materials separately from standard program operations expenditures.
- 8) Minor Envelope Repairs
- a. Following a determination that no combustion by-product hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a pre-weatherization blower door test on all mobile homes, manufactured homes, and all site-built dwellings with forced air units. Post-weatherization blower door testing will be performed on those dwellings that received pre-weatherization blower door testing and shell tightening to determine that ventilation requirements are not below minimum shell target. All blower door testing shall be performed in conformance with the CSD Conventional Home WIS and CSD Mobile Home WIS.
 - b. Contractor shall perform necessary and feasible minor envelope repairs, as defined in Exhibit I, up to \$887 in costs per dwelling to eligible dwellings prior to installing energy conservation measures.

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9) **Installation Guidelines**

- a. Contractor shall apply measures and materials in accordance with the initial dwelling assessment documented on the DOE Building Check and Job Order Sheet or Contractor's equivalent. Contractor shall accomplish installation of those measures contained therein in conformance with the CSD Conventional Home Weatherization Installation Standards (WIS) or the CSD Mobile Home WIS, as appropriate, and the CSD Low-Income Weatherization Program Policies and Procedures, the CSD Lead-Safe Weatherization Policies, CSD Health and Safety Plan, and the CSD Inspection Policies and Procedures manual, hereby incorporated by reference. Contractor shall perform all work in a lead-safe manner when and where appropriate.

Standards contained in the Uniform Building Code and local city and county codes shall take precedence over the CSD WIS manual if the code requirement: (1) is not included in the manual, or (2) is more stringent.

- b. If required by local jurisdiction, a building permit must be obtained and finalized for vented appliance installations (Furnace, Boiler, Water Heater, Oven and Range, and Vented Space Heater), Evaporative Cooler, Central HVAC, and Wood-Fueled Space Heater installations. A copy of the finalized permit must be placed in client's file.
- c. Special licensing is required for the installation of Central HVAC systems, Furnace, and Boilers. Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Oven and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob and tube wiring certification will always require a C-10 license.
- d. **General Heat Waste Measures**

After the above-listed Scope of Services activities (outreach, intake, assessment, health and safety check of combustion appliances, infiltration reduction, and minor envelope repairs), Contractor shall perform or install, if feasible, the following general heat waste measures in all types of dwellings, including multi-unit dwellings and manufactured homes:

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- i. Evaporative cooler covers and air conditioner vent covers
- ii. Water heater blankets
- iii. Insulation of up to the first five feet of water pipes
- iv. Water flow restrictors.

e. **Priority Lists of Energy Conservation Measures**

Contractor may install compact fluorescent lights (CFLs) according to the WIS and the Policies and Procedures in all eligible dwellings statewide without being cost-justified by an energy audit.

Contractor shall install the following energy conservation measures where feasible in site-built single-family dwellings and small multi-family dwellings (less than five units):

Climate Zone 4 (less than 2,000 CDD and less than 4,000 HDD)

- i. Programmable thermostats
- ii. Attic insulation
- iii. Floor insulation.

Climate Zone 5 (2,000 CDD or more and less than 4,000 HDD)

- i. Programmable thermostats
- ii. Attic insulation
- iii. Evaporative cooler
- iv. Storm windows for slab-on-grade site-built single family dwellings and small multi-family dwellings only.

Contractor shall install measures from these priority lists in the above numerical order, and Contractor shall not exclude or skip any measure unless:

- i. A blower door test indicates that installation of the measure is not feasible;
- ii. The dwelling already has that measure in place;
- iii. The measure cannot be properly installed, or
- iv. The client refuses installation (client refusal is to be documented and placed in file);
- v. The maximum dollar limit of an average of \$2,614 per dwelling is reached; or
- vi. The measure is not needed or required.

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Contractor shall include notations of exception(s) in the client file. See Exhibit J for a list of Annual Heating Degree Day and Cooling Degree Day Data by city in California.

f. Energy Audit

- i. If the reimbursement limit of an average of \$2,614 per dwelling has not been reached from the activities of outreach, intake, health and safety, infiltration reduction, minor envelope repairs, general heat waste measures, CFLs, and the priority list of energy conservation measures, Contractor shall install other energy conservation measures, capital-intensive measures, and electric base-load measures (see Exhibit I, Definitions) based on a site-specific energy audit for:

- (a) All multi-unit dwellings (five or more units);
- (b) All manufactured homes;
- (c) All site-built dwellings in Climate Zone 1, less than 2,000 CDD and more than 7,000 HDD;
- (d) All site-built dwellings in Climate Zone 2, less than 2,000 CDD and 5,500-7,000 HDD;
- (e) All site-built dwellings in Climate Zone 3, less than 2,000 CDD and 4,000-5,499 HDD;
- (f) All site-built dwellings in Climate Zone 4, less than 2,000 CDD and less than 4,000 HDD, beyond the above priority list;
- (g) All site-built dwellings in Climate Zone 5, 2,000 CDD or more and less than 4,000 HDD, beyond the above priority list;

unless otherwise allowable as per the Policies and Procedures manual. For example, the Policies and Procedures for electric base-load measures states that a replacement refrigerator may be installed without an energy audit if the existing refrigerator is 10 years old or older.

- ii. Contractor shall perform energy audits as per the above protocol using the National Energy Audit Tool (NEAT) for

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single-family site-built dwellings and small multi-family dwellings (less than five units). Contractor shall perform energy audits using the Manufactured Home Energy Audit (MHEA) for manufactured homes.

Contractor shall install those feasible energy conservation measures shown by the NEAT or MHEA energy audit to have a savings-to-investment ratio (SIR) of 1 or more, beginning with the highest SIR on the list and working down in SIR order.

- iii. Multi-unit complexes shall have the NEAT energy audit performed on at least one typical unit on each ordinal wall (north, east, west, and south) and at least one inside unit, if applicable. The most common resulting prescribed weatherization measures from these separate energy audit reports above a SIR of 1 shall be installed on eligible units. A separate energy audit shall be performed for each unit that varies from the "typical" units in the same complex. Contractor shall install those feasible energy conservation measures shown by the energy audit to have a SIR of 1 or more, beginning with the highest SIR on the list and working down in SIR order.
- iv. Contractor shall place a copy of the energy audit output report showing the list of recommended energy conservation measures in the client's file. If an output report showing the measures installed is completed, Contractor shall place it in the client's file.
- g. Upon the State's request, Contractor shall furnish proof that materials used under this program conform to the requirements of Exhibit G, Materials Standards That Are Not Included in the CSD Weatherization Installation Standards, the CSD WIS, DOE 10 CFR Part 440 Appendix A, and/or State, county, or local regulations, and were procured in conformance with OMB requirements contained in the following Circulars: A-102, Section 36, or A-110, Attachment O.
- h. Contractor shall credit any weatherization materials purchased with these grant funds and remaining at the expiration of this Agreement against Contractor's weatherization materials expenditures under this Agreement and charged to whatever other weatherization program Contractor may have in effect. If

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Contractor has no other weatherization program in effect,
Contractor shall contact the State for disposition instructions.

10) DOE Waiver for Fuel Switching

Contractor shall not switch fuel when replacing furnaces or any other allowable appliance unless DOE provides a waiver in writing. Contractor shall keep a copy of such waiver in the client's file and shall forward a copy to CSD.

11) Quality Assurance

- a. Contractor, or its designee, shall inspect all of the dwellings Contractor has weatherized. Inspections shall take place within 30 calendar days of the completion of work on the residence. Contractor shall insure that someone other than the installer shall conduct the inspections. Contractor shall certify on the front of the DOE Building Check and Job Order Sheet, or the Contractor's equivalent, that all required measures were installed per this Agreement and the CSD WIS. Contractor's reviewer shall sign and date the certification statement. Contractor shall not report a dwelling as weatherized nor request reimbursement prior to this final certification of completion of work.
- b. The State, or its designee, may perform an inspection of dwellings weatherized under this Agreement in accordance with CSD Inspection Policies and Procedures.
- c. Contractor agrees to remedy all Non-Hazardous Conditions (non-hazardous work deficiencies) noted by the State or its designee within 20 working days of written notice.
- d. Contractor must remedy all Hazardous Conditions (safety hazards) resulting from weatherization measure installation. The immediate hazard shall be eliminated within 24 hours, and hazardous conditions shall be completely resolved within five (5) working days of written notification. The time period may be extended for circumstances beyond the Contractor's control; however, the time extension must be approved in writing by CSD prior to the expiration of the five (5) working days.

12) Lead-Safe Weatherization

Contractor shall perform all weatherization services on pre-1979 units in a lead-safe manner in accordance with CSD Conventional and Mobile

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Home WIS, Appendix I., and Cal/OSHA Lead in Construction Standard, Title 8, Code of California Regulations (CCR) Section 1532.1, and CSD Lead-Safe Weatherization Policies.

- a. Lead-based paint is presumed to be present in all pre-1979 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free. A copy of the certification must be placed in client's file. In all units not certified to be lead-free, all weatherization measures that disturb painted surfaces are subject to lead-safe weatherization guidelines in accordance with the CSD Lead-Safe Weatherization Policies.
- b. In the United States Department of Housing and Urban Development (HUD) units built prior to 1979, lead-based paint is presumed to be present unless the dwelling unit has been certified by a California Certified Inspector/Risk Assessor to be lead-free. HUD Units not previously certified to be lead-free, built prior to 1979, and receiving weatherization services in which painted surfaces exceeding de minimis levels (refer to definition in Exhibit I) are disturbed requires the successful achievement of lead-safe standards after the completion of weatherization services. The clearance inspection must be performed by a third-party California Certified Inspector/Risk Assessor and deem the weatherized HUD unit as lead safe after the completion of weatherization services. Should a clearance inspection be required, agencies should defer the costs of the clearance inspection to the property owner and/or local housing authority. In many cases, the local housing authority has licensed inspectors and may possibly conduct a clearance inspection of a HUD unit free of charge. However, in those instances where the property owner and/or the local housing authority are unable to incur the costs of the clearance inspection, contractors may seek a waiver allowing the cost of the inspection as a reimbursable activity. Waiver requests will be treated on a case-by-case basis and must be approved by CSD prior to beginning weatherization services. A copy of the clearance inspection must be placed and maintained in the client's file.
- c. The occupant(s) of pre-1979 units must not be in the immediate vicinity of the work area and cannot reoccupy the work area until it has been thoroughly cleaned in accordance with the CSD Lead-Safe Weatherization Policies.

13) **Weatherization Training Requirements**

All weatherization employees of Contractor and sub-contractors shall be trained in lead-safe, and basic weatherization practices.

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- a. Within 30 days of employment, weatherization employees of Contractor and sub-contractors who provide basic weatherization services shall receive Lead-Safe Weatherization Training in accordance with CSD Lead-Safe Weatherization Policies. An Assessor, Worker, Supervisor, or Inspector will not be allowed to enter, assess, weatherize or inspect a pre-1979 dwelling unit until required training has been completed.
- b. Within 180 days of employment, weatherization employees of Contractor and sub-contractors who provide basic weatherization services shall receive Basic Weatherization Training by completion of any one of the following: (a) Pacific Gas & Electric (PG&E) ETC, Stockton (Stockton Training Center) Basic Weatherization curriculum, Southern California Gas Training Center, or a CSD-approved comparable training facility; or (b) CSD-approved Contractor's equivalent internal training curriculum which teaches basic weatherization concepts and conformance with CSD's weatherization policies, procedures, and installation standards.
- c. Weatherization employees of Contractor and sub-contractors who perform combustion appliance safety checks shall be properly trained in accordance with one of the following: (a) the Blower Door and Combustion Appliance Safety Training curriculum at the PG&E ETC, Stockton, or at a CSD-approved comparable training facility, or (b) successful completion of field training provided by CSD's contract field technicians. No employee of Contractor and sub-contractor shall perform combustion appliance safety checks without having completed the required training.
- d. For weatherization services performed on HUD units, all work crews of Contractor and sub-contractor who perform basic weatherization services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. Although a crew supervisor can be certified as a HUD Lead Supervisor, it is not a substitute for the requirement of trained work crews. Training costs for HUD certification programs are not an allowable weatherization program expense; however, costs associated with training utilizing HUD's one-day Renovation and Remodeling Course are allowable expenditures.
- e. Contractor and sub-contractors who perform basic weatherization services are required to maintain a training record for current employees. The training record shall document for each employee all training received, and shall include for each training

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session/course, the source/location, type/content, and completion date.

- f. Every assessor, inspector and work crew of the Contractor and sub-contractor who performs basic weatherization services are required to maintain and have available for reference the current CSD Conventional Home and Mobile Home Weatherization Standards Manuals and CSD Low-Income Weatherization Assistance Program Policies and Procedures Manual when providing any weatherization services.

14) Weatherization Non-Compliance

- a. In accordance with the CSD Inspection Policies and Procedures, Contractors shall be subject to the withholding of reimbursement for failure to completely resolve a Hazardous Condition within five-working days or within the modified completion date for units receiving a time period extension. The reimbursement sanction will immediately apply to the next fiscal reimbursement request associated with the primary funding source (program) of the weatherized unit in question. The reimbursement sanction will remain in effect until the Contractor successfully resolves the Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question.
- b. If it is determined that the Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume responsibility for costs associated with the use of Inspection Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from the Contractor's next request for fiscal reimbursement.
- c. If it is determined that the Contractor has incorrectly billed CSD because a measure was not installed or the quantity installed is less than the quantity billed, the Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and material costs for the uninstalled measure or quantity will be withheld from subsequent reimbursements.

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- d. In accordance with the CSD Inspection Policies and Procedures, Contractors will be subject to Special Conditions if it is determined that one or more of the following conditions exist:
 - i. Contractor has a history of unsatisfactory performance.
 - ii. Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor.
 - iii. Failure to remedy an identified Hazardous Condition in a timely manner (elimination of immediate hazard within 24-hours and complete resolution correction within five-working days of written notification).
 - iv. Substantial number of Non-Hazardous Conditions and/or identified trends or patterns of non-conformance to installation criteria.
- e. Imposed Special Conditions will be implemented on a progressive basis and may include:
 - i. Additional training and technical assistance.
 - ii. Additional reporting requirements.
 - iii. Formal high-risk designation, and possible suspension and termination.
- f. Based on the severity and frequency of the identified circumstances, any one or more Special Conditions may be imposed by CSD. Should Special Conditions be warranted, CSD shall send the Contractor a written Notice of Special Conditions, which will contain the following information:
 - i. The nature of the Special Condition(s) and/or Sanction(s) being imposed;
 - ii. The reason(s) for imposing Special Condition(s) and/or Sanction(s);
 - iii. The corrective actions that must be taken and the time allowed for completing them before the Special Condition(s) and/or Sanction(s) are removed by CSD.

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15) **Appeal Process**

- a. When Special Conditions are imposed, the Contractor may submit documentation in opposition and request reconsideration by filing a written statement within five (5) working days after receipt of the Notice of Special Conditions. The written statement must set forth the issue in dispute, state why the Special Conditions should not be imposed, and provide supporting documentation. The written statement must be mailed, faxed or hand delivered to:

Department of Community Services and Development
700 North Tenth Street, Room 258
Sacramento, CA 95814-0338

ATTN: Special Programs

- b. CSD shall consider and review the documentation presented by the Contractor as well as any showing that the contractor has adequately corrected the issue(s) leading to imposition of Special Conditions. The Director of the Department of Community Services and Development shall make the final decision regarding the appeal.
- c. The Contractor shall be notified in writing of CSD's decision regarding the appeal within ten (10) working days from receipt of the written appeal from the Contractor.
- d. If, after considering the material presented, CSD concludes that the Contractor failed to show cause why the Special Conditions should not be imposed, the Contractor shall be notified in writing of the decision regarding the denial of their appeal and CSD shall impose the Special Conditions as outlined in the Notice of Special Conditions.

16) **Client Education**

Contractor shall provide all recipients of energy assistance under this Agreement applicable energy conservation information that shall include at least the following:

- a. Client Education Policy for occupants of pre-1979 units to be weatherized must receive the pamphlet "Protect Your Family From Lead In Your Home". A copy of the Lead-Safe Education Confirmation of Receipt (CSD 321) must be completed and retained in the client file.

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- i. Contractor shall comply with the EPA rules in 40 CFR Part 745, Lead; Requirements for Hazard Education Before Renovation of Target Housing; Final Rule.
- ii. No more than 60 days before beginning weatherization activities in any residential dwelling unit that may have lead-based paint, Contractor shall provide the client (current occupant of the dwelling) with a copy of the pamphlet entitled, "Protect Your Family From Lead in Your Home."
- iii. Upon delivery of the pamphlet, Contractor must obtain from the client a written acknowledgment that the client has received the pamphlet. Contractor shall use the DOE Lead-Safe Education Confirmation of Receipt, CSD 321. If the client is unavailable for delivery of the pamphlet or for signing the acknowledgement of receipt, Contractor shall document this on the form. Contractor may mail a copy of the pamphlet to the client at least seven (7) days prior to commencing weatherization service. Contractor must document this mailing with a certificate of mailing from the post office.
- iv. Prior to weatherization and/or renovation activities in a common area of a multi-family building, Contractor shall notify residents of the upcoming weatherization/renovation activities and make the pamphlet, or copy of the pamphlet, available upon request at no charge to tenants. Contractor shall provide this notification no more than 60 days prior to the beginning of weatherization/renovation activities. Contractor shall document these activities on the Notice of Weatherization/Renovation, CSD 320, and the Record of Tenant Notification Procedures, CSD 322.
- v. Contractor shall keep all records necessary to demonstrate compliance with the EPA rules in 40 CFR Part 745, Lead; Requirements for Hazard Education Before Renovation of Target Housing; Final Rule, for a period of three (3) years following completion of the renovation activities in target housing. The records must be made available to CSD and/or EPA upon request. The types of records that Contractor must retain under these circumstances are signed and dated acknowledgments of the pamphlet receipt and certificates of mailing.

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- b. A description of the benefits that the client can expect to receive as a result of the weatherization measures installed in the dwelling.
- c. An explanation of the action of each measure in terms of preventing air infiltration or the escape of heated or cooled air from the dwelling and how to maximize the effect of such measures.
- d. Information to the client regarding the importance of applying for energy assistance prior to being in an arrearage situation and to include, but not be limited to, information concerning various utility company budget payment plan(s).
- e. Information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household.
- f. Resource information and referral and family and budget counseling in order to assist clients in achieving self-sufficiency.
- g. Unweatherized Dwellings

Contractor may claim reimbursement for client education in accordance with Exhibit B, Section 3.D. for the occupants of each eligible unit not previously weatherized. Additionally, Contractor will be allowed to claim reimbursement for client education when a safety check of combustion appliances reveals safety hazards that preclude tightening the envelope.

- h. Dwellings Weatherized with Nonfederal Funds

Contractor shall not claim reimbursement for client education unless the dwelling was previously weatherized by nonfederal funds, i.e., regulated or nonregulated utility companies, private sector funds, etc., or by a weatherization service provider not associated with the provisions of this Agreement. If such circumstances exist, Contractor shall conduct client education in accordance with this Section and may claim reimbursement in accordance with Exhibit B, Section 3.D. for the occupants of each eligible unit previously weatherized.

- i. Dwellings Weatherized with LIHEAP and DOE WAP Funds

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- Contractor may claim reimbursement for client education only once when LIHEAP and DOE WAP funds are used concurrently in the same unit.
- j. Contractor shall document group client education activities and shall report them on a semiannual basis on the DOE Semiannual Training and Technical Assistance Report, CSD 524.
- k. Contractor shall place in the client's file a source document that substantiates that the client was provided with energy conservation education.

9. **Additional Exhibits**

The following exhibits are attached to this Agreement and are hereby incorporated by this reference:

- Exhibit G Materials Standards That Are Not Included in the CSD Weatherization Installation Standards
- Exhibit H Weatherization Priority Plan Narrative
- Exhibit I Definitions
- Exhibit J Annual Heating Degree Day and Cooling Degree Day Data for Selected California Locations
- Exhibit K Certification Regarding Lobbying/Disclosure of Lobbying Activities, Standard Form LLL

EXHIBIT G
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**MATERIALS STANDARDS THAT ARE NOT INCLUDED IN THE CSD
WEATHERIZATION INSTALLATION STANDARDS**

Also please refer to revised Appendix A – Standards for Weatherization Materials, updated April 1, 2001.

REPLACEMENT FURNACES AND BOILERS

Chimneys, fireplaces, vents, and solid fuel-burning appliances	NFPA ¹ 211-2000 (same as ANSI ² A52.1)
Gas-fired furnaces	ANSI ² Z21.47-1998, and ANSI ² Z223.1-1999 (same as NFPA ¹ 54-1999)
Oil-fired furnaces	UL ³ 727, Eighth Edition, 1994 and NFPA ¹ 31-2001
Liquid petroleum gas storage	NFPA ¹ 58-2001

HEATING REPAIRS

Replace Combustion Chamber in Oil-Fired Furnaces or Boilers	Conformance to NFPA ¹ 31-2001
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¹ National Fire Protection Association

² American National Standards Institute

³ Underwriters Laboratory

EXHIBIT H
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WEATHERIZATION PRIORITY PLAN NARRATIVE

Priority Plans should be structured to be consistent with your goals identified in Exhibit B, Attachment I, CSD 570, DOE Weatherization Program Budget, Section E. Please describe how you will select dwellings to be weatherized. Consider items such as health and safety issues and units within close proximity. Refer to Exhibit F, Section 8. B., Service Priority, of this Agreement, which outlines the service priorities for DOE WAP.

Community Services Department will give first priority for weatherization services to those households with high energy burdens and high energy users.

Factored into the first priority will be households with elderly, persons with disabilities, American Indians, migrant and seasonal farm workers, and children under the age of 19.

The Community Services Department will follow, excluding April, the month performance based on requirements set forth in Exhibit "F".

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DEFINITIONS

GENERAL DEFINITIONS

Authorized Agent - The duly authorized representative of the Board of Directors of Contractor and the duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of a resolution from the Board of Directors affirming an agent's representative capacity to bind Contractor to the terms of this Agreement.

Contractor - The entity (partnership, corporation, association, agency, or individual) designated on the face sheet of this Agreement.

CSD - The Department of Community Services and Development, State of California.

DOE - The United States (U.S.) Department of Energy that provides funds for the Weatherization Assistance Program for Low-Income Persons. This program is authorized by Title IV of the Energy Conservation and Production Act (P.L. 94-385). The federal regulations for this program are in 10 CFR Part 440. The intent of this program is to increase the energy efficiency of low-income dwellings, reduce the occupant's total residential energy expenditures, and improve their health and safety.

Parties - The State of California and the Contractor

Subcontractor - An entity (partnership, corporation, association, agency, or individual) that enters into a Subcontract with Contractor to fulfill the terms of this Agreement.

Subcontracts - Contracts entered into by and between Contractor and Subcontractor to carry out the purpose of this Agreement.

The State - The State of California, Department of Community Services and Development.

This Agreement - The complete contents of this contract entered into by and between the State and Contractor, including all rights, duties, and obligations whether expressed or implied required toward the legal performance of the terms hereof.

This Program - Weatherization services provided under 42 U.S.C. 6861, et seq., as amended.

DWELLING DEFINITIONS

Dwelling Unit - A house, including a stationary mobile home, an apartment, a group of rooms, or a single room occupied as separate living quarters.

Mobile Home - A manufactured home that is a permanent, full-time residential dwelling and that is not used for commercial purposes.

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Multi-Unit Dwelling (MUD) - A dwelling structure designed to house more than one family, each in a separate unit. Also known as multi-family dwelling. A small multi-unit dwelling contains less than five units, also known as a duplex (two units), a triplex (three units), or a quadraplex (four units). A large multi-unit dwelling contains five or more units, also known as an apartment complex, each unit being an apartment.

Reweatherize - To provide previously unapplied weatherization to a dwelling that was weatherized under a federal program between September 30, 1985, and September 30, 1993. This activity is to be reported on the DOE Bimonthly Activity Report, CSD 571A, as a reweatherized unit. Each unit to be reweatherized must have an energy audit performed. Only those energy conservation measures at or above a savings-to-investment ratio (SIR) of 1 are allowable.

Temporary Shelter - Any facility with the primary purpose of providing temporary or transitional shelter for homeless in general or for specific populations of homeless persons.

Separate Living Quarters - Living quarters in which the occupant(s) do not live and eat with any other person(s) in the structure and which have either: (1) direct access from the outside of the building or through a common hall; or (2) complete kitchen facilities for the exclusive use of the occupants. The occupant(s) may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Single-Family Dwelling - A dwelling structure containing no more than one dwelling unit.

Site-built Dwelling: A conventional dwelling unit built on location, differentiated from manufactured (mobile) homes (also known as stick-built).

APPLICANT DEFINITIONS

American Indian (also known as Native American) - Any individual who is a member or a descendant of a North American tribe, band, or other organized group of native people who are indigenous to the continental United States or who otherwise have a special relationship with the United States through treaty, agreement, or some other form of recognition, residing within the State. This includes any individual who claims to be an Indian and who is regarded as such by the Indian community of which he or she claims to be a part. This definition also includes Indians of Alaska.

Children - Members of a household who have not attained their nineteenth birthday.

Elderly - An individual 60 years of age or older.

Family Unit - All persons living together in a dwelling unit.

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High Residential Energy User - A low-income household whose residential energy expenditures exceed the median level of residential expenditures for all low-income households in the State.

Household with a High Energy Burden - A low-income household whose residential energy burden (residential expenditures divided by the annual income of that household) exceeds the median level of energy burden for all low-income households in the State.

Migrant Farmworker - A seasonal farmworker who performs or has performed farm work during the eligibility determination period (any consecutive 12-month period within the 24-month period preceding application for program benefits and/or services) who requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day.

Person with Disabilities (also known as disabled person) - Any individual who is: (1) a handicapped individual as defined in Section 7(6) of the Rehabilitation Act of 1973; (2) under a disability as defined in Section 1614(a)(3)(A) or 223(d)(1) of the Social Security Act or in Section 102(7) of the Developmental Disabilities Services and Facilities Construction Act; or (3) receiving benefits under Chapter 11 or 15 of Title 38 U.S.C.

Seasonal Farmworker - A person who during the eligibility determination period (any 12-month period within the 24-month period preceding application for program benefits and/or services) was employed at least 25 days in farm work or earned at least \$400 in farm work and who has been primarily employed in farm work on a seasonal basis, without a constant, year-round salary.

PROGRAM DEFINITIONS

Assessment - The process of performing an on-site review of the dwelling unit of an eligible applicant in order to determine if the dwelling qualifies for weatherization and, if so, to ascertain the labor and materials necessary to weatherize the unit.

California Certified Inspector/Risk Assessor Contractor: An individual who is certified by the State of California Department of Health Services as a lead-related construction Inspector/Risk Assessor.

Certified Lead-Free: Residential property in which it has been determined by a California Certified Inspector/Risk Assessor Contractor to be absent from the presence of lead-based paint.

Certified Lead-Safe: Residential property in which lead painted surfaces are intact and/or has been treated with measures to stabilize and eliminate lead paint hazards, and as such, poses no immediate threat to the occupants as determined by a California Certified Inspector/Risk Assessor Contractor.

Climate Zone - One of five climatically distinct areas, defined by long-term weather conditions affecting the heating and cooling loads in buildings. The Energy End Use and Integrated Statistics Division (EEUISD) developed the zones from seven distinct climate categories

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originally identified by the American Institute of Architects (AIA) for the U.S. Department of Energy and the U.S. Department of Housing and Urban Development. The zones were determined according to the 30-year average (1961-1990) of the annual heating and cooling degree-days (base 65 degrees Fahrenheit). The zones are defined as follows:

- Climate Zone 1
Less than 2,000 cooling degree days (CDD) and more than 7,000 heating degree days (HDD)
- Climate Zone 2
Less than 2,000 CDD and 5,500 to 7,000 HDD
- Climate Zone 3
Less than 2,000 CDD and 4,000 to 5,499 HDD
- Climate Zone 4
Less than 2,000 CDD and less than 4,000 HDD
- Climate Zone 5
2,000 or more CDD and less than 4,000 HDD

Di Minimis Levels: The amount of lead paint disturbed in a dwelling is comprised of two (2) square feet per room of interior surfaces, or twenty (20) square feet of exterior surface, or ten (10) percent of a small component (example: window sill, baseboards, and trim). When calculating the di minimis level, the entire surface of the component must be included in the computation. For example, when replacing a 2 x 3 foot window, the di minimis level would be six (6) square feet and would exceed the maximum allowance for interior surfaces and the unit would be subject to HUD Regulation.

Electric Base-Load Measure - The measures that address the energy efficiency and energy usage of lighting and appliances. Allowable electric base-load measures are compact fluorescent bulbs, replacement refrigerators, and electric water heaters as per the Policies and Procedures or cost justified by the energy audit.

Energy Audit - An energy audit is an analysis tool intended to be used by the weatherization agencies for the purpose of determining a list of cost-effective measures for a specific dwelling. There are many types of energy audits available; however, the NEAT/MHEA are used for the purposes of this Agreement.

Energy Conservation Measures (also known as weatherization measures) - A wide variety of measures installed in or applied to the dwelling to increase the energy efficiency or to reduce the total energy expenditures of the dwelling. Allowable measures and materials are defined in the Department of Energy Weatherization Assistance Program regulations, 10 CFR Part 440. These measures are further defined in the two manuals titled CSD Weatherization Installation Standards and the CSD Mobile Home Weatherization Installation Standards.

Evaporative Cooler Repairs - Repair or replacement of filter pads, water pumps, belts, motors, or other components that will promote efficient operation of the unit.

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Filter Replacement - May be a one- or a two-step measure. The one-step measure is to replace the air conditioning or furnace filter with a washable filter, or three disposable filters (install one, leave two with the clients). The two-step measure includes a filter replacement signal in addition to the filter.

General Heat Waste Measures - Those DOE-approved measures installed to reduce general heat or cooling waste in the dwelling. The following list of general heat waste measures may be installed in all types of dwellings if feasible, including multi-unit dwellings and manufactured homes:

- Evaporative cooler covers and air conditioner vent covers
- Water heater blankets
- Insulation of up to the first five feet of water pipes
- Water flow restrictors.

Hazardous Condition: Defined as any condition posing an immediate health and safety threat to the client and/or persons working in the dwelling unit. They include, but are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related hazards, and electrical hazards as defined in the CSD Inspection Policies and Procedures.

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement (as described in Exhibit B, Attachment I), cleaning of fuel nozzles and jets, adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, or other component repairs or replacements necessary for safe and efficient operation, must be accomplished by a person licensed to perform such work. Special licensing may be required for the installation and/or repair of Evaporative Cooler, Air Conditioning, Gas and Electric Water Heaters, and HVAC systems if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob and tube wiring certification will always require a C-10 license. If required by local jurisdiction, a building permit must be obtained and finalized for vented appliance installations.

HUD Unit: A housing unit participating in a U.S. Department of Housing and Urban Development (HUD) Assisted Housing Program.

Infiltration Reduction (also known as air sealing) - A subcategory of minor envelope repairs installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling done to the point of minimum ventilation requirement or it is no longer cost effective to proceed, and includes duct sealing. Infiltration reduction is best done with blower door technology.

Intake - Includes, but is not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility. Intake is reimbursable as a program support activity.

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Minor Envelope Repairs - Those repairs necessary for the effective performance or preservation of weatherization materials or to stop infiltration and general heat waste. Contractor shall maintain labor hours cost, materials cost, and required building permits in client's file. Minor envelope repairs are limited to a maximum of \$887 in costs per dwelling. Minor envelope repairs include the following:

- a. Patching holes in the building envelope that are too big to caulk (includes replacing attic/crawl space access covers).
- b. Replacing entrance doors and attendant hardware (except deadbolts) into conditioned areas. (If the original door had a deadbolt, and it can be removed and placed on the new door, then labor costs for this activity can be charged.)
- c. Repairing, replacing, or installing doors and windows, including frames, thresholds, and doorstops.
- d. Minor roof repairs and materials, such as paint, used to protect the materials installed, from the weather.
- e. Modifying or repairing entrance doors, including doorshoes, door locksets, heavy-duty strike-plate when standard size will not work (except deadbolts), raindrips, automatic door bottoms, etc.
- f. Repair or installation of range hood damper and fireplace chimney damper.
- g. Knob-and-tube wiring Notice of Survey by Electrical Contractor and installation of simple overcurrent protection per the CSD Low-Income Weatherization Assistance Program Policies and Procedures manual.
- h. Blower door-identified infiltration repairs and final testing.
- i. Air conditioner and/or furnace cleaning.

Materials - Materials are those allowable items that are installed in or on the dwelling to promote energy conservation. All materials shall be in conformance with the CSD Conventional Home Weatherization Installation Standards and CSD Mobile Home Weatherization Installation Standards. Materials are budgeted and reported under Standard Program Operations.

Manufactured Home Energy Audit (MHEA) - Like NEAT, the MHEA was prepared for the DOE Weatherization Assistance Program by The Center for Buildings and Thermal Systems of DOE's National Renewable Energy Laboratory in Golden, Colorado. MHEA is an advanced computer audit that predicts manufactured home energy consumption and recommends weatherization retrofit measures tailored to the individual dwelling.

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National Energy Audit Tool (NEAT) - An advanced computer audit software developed at Oak Ridge National Laboratory for DOE's Weatherization Assistance Program. Used to determine the most cost-effective retrofit measures for single-family dwellings to increase the comfort of occupants and reduce monthly utility costs. After the user inputs data on the dwelling characteristics, including the types of heating and cooling systems, NEAT produces a prioritized list of cost-effective measures customized for each dwelling. The output also includes an estimated dollar value for the projected energy savings, savings-to-investment ratios, and a list of the quantities of materials necessary to perform the recommended retrofit.

Outreach - The activity of providing information about the weatherization program to eligible households to ensure that those who want to apply have the opportunity to do so.

Priority List - The list of energy conservation measures determined to be cost effective by the CSD NEAT Pilot in Program Year 1998-99. These measures may be installed in the specified type of dwelling in the specified climate zone without performing an energy audit.

The following energy conservation measures shall be installed where feasible in site-built single-family dwellings, and small multi-family dwellings (less than five units):

Climate Zone 4 (less than 2,000 CDD and less than 4,000 HDD)

1. Programmable thermostats
2. Attic insulation
3. Floor insulation.

Climate Zone 5 (2,000 CDD or more and less than 4,000 HDD)

1. Programmable thermostats
2. Attic insulation
3. Evaporative cooler
4. Storm windows for slab-on-grade site-built single family dwellings and small multi-family dwellings only.

Renovation - The modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces, unless that activity is performed as part of an abatement. The term renovation includes, but is not limited to: the removal or modification of painted surfaces or painted components, e.g., modification of painted doors, surface preparation activity, such as sanding, scraping, or other such activities that may generate paint dust; the removal of large structures, e.g., walls, ceiling, large surface replastering, major replumbing; and window replacement. (40 CFR 745 Subpart E, 745.83)

Program Operations - Includes all expenses necessary to operate a weatherization program except those costs classified as administration or other program support costs. Program support costs must be easily identified as directly benefiting the weatherization work. Indirect costs are considered administrative costs. Measures include such items not reported in the Outreach,

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Intake, and Client Education categories, such as: payments for purchase and delivery of materials, transportation of materials, crews, tools, and equipment to and from storage and weatherization sites; operating costs, to include maintenance and insurance of vehicles used to transport weatherization materials; storage or warehousing of materials; payment of staff involved in purchasing, inventory, and distribution of materials; and payment for labor involved in fabricating materials. Previously separated capital-intensive measures are now included in Program Operations – Measures. Do not include Health and Safety measures in this section.

Training and Technical Assistance (T&TA) - Training funded by T&TA allocation must have direct application and benefit to Contractor's weatherization program and its assigned staff. T&TA activities are intended to maintain or increase the efficiency, quality, and effectiveness of the weatherization program on all levels. Such activities should be designed to maximize energy savings, minimize production costs, improve program management and crew/subcontractor quality of work, and reduce the potential for waste, fraud, and mismanagement. Salaries shall not be paid with T&TA funds. T&TA activities, including group client education, shall be reported on the DOE Semiannual Training and Technical Assistance Report, CSD 524.

Exhibit J
Annual Heating and Cooling Degree Days
for Selected California Locations

County	Weather Station Location	Cooperative Station ID #	Heating Degree Days (65° Base)	Cooling Degree Days (65° Base)
Alameda	Berkeley	40693	2,857	142
Alameda	Livermore	44997	2,755	858
Alameda	Newark (Oakland)	46144	2,367	530
Alameda	Oakland Museum	46336	2,400	377
Alameda	Tracy Pumping Plant	49001	2,421	1,470
Alameda	Upper San Leandro	49185	2,810	261
Alpine	Markleeville	45356	7,091	97
Alpine	Twin Lakes	49105	8,874	25
Alpine	Woodfords	49775	6,059	356
Amador	Electra Power House	42728	2,854	1,218
Amador	Salt Springs Power House	47689	3,828	1,015
Amador	Tiger Creek PH	48928	4,058	788
Butte	Chico University Farm	41715	2,945	1,334
Butte	De Saba	42402	4,040	806
Butte	Oroville	46521	2,818	1,422
Butte	Paradise	46685	3,145	1,464
Calaveras	Calaveras Big Trees	41277	5,924	308
Calaveras	Camp Pardee	41428	2,758	1,534
Colusa	Colusa 2 SSW	41948	2,702	1,401
Colusa	East Park Reservoir	42640	3,498	1,082
Contra Costa	Antioch Pump Plant #3	40232	2,714	1,179
Contra Costa	Martinez Water Plant	45378	2,757	786
Contra Costa	Mount Diablo Junction	45915	3,245	983
Contra Costa	Richmond	47414	2,720	184
Del Norte	Crescent City 3 NNW	42147	4,687	6
Del Norte	Klamath	44577	4,514	5
El Dorado	Placerville	46960	3,324	1,164
El Dorado	Placerville IFG	46962	3,235	1,470
El Dorado	Tahoe Valley AP	48762	8,300	38
Fresno	Auburn 2 NW	40379	2,868	1,922
Fresno	Balch Power House	40449	3,045	1,794
Fresno	Coalinga	41864	2,234	2,204
Fresno	Five Points 5 SW	43083	2,446	1,784
Fresno	Fresno Yosemite FAT (Intl)	43257	2,447	1,963
Fresno	Friant Government Camp	43261	2,672	1,708
Fresno	Huntington Lake	44176	6,992	93
Fresno	Orange Cove	46476	2,538	1,857
Glenn	Orland	46506	2,630	1,581
Glenn	Stony Gorge Reservoir	48587	3,268	1,376
Glenn	Willows 6 W	49699	2,874	1,358
Humboldt	Eureka WFO Woodley IS	42910	4,403	7
Humboldt	Grizzly Creek State Park	43647	4,610	38
Humboldt	Orrick Prairie Creek Pk	46498	5,005	3
Humboldt	Orleans	46508	3,389	831
Humboldt	Richardson Grove St. Pk.	47404	3,743	500
Humboldt	Scotia	48045	3,793	47
Humboldt	Shelter Cove AV	48163	3,266	92
Humboldt	Willow Creek 1	49694	3,566	887
Imperial	Brawley 2 SW	41048	1,155	3,733
Imperial	El Centro 2 SSW	42713	1,080	3,952
Imperial	Imperial	44223	1,115	3,764
Inyo	Bishop AP	40822	4,314	1,003
Inyo	Death Valley	42319	1,257	5,296
Inyo	Deep Springs College	42331	5,293	843
Inyo	Haiwee	43710	3,784	1,441
Inyo	Independence	44232	3,579	1,804

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County	Weather Station Location	Cooperative Station ID #	Heating Degree Days (65° Base)	Cooling Degree Days (65° Base)
Inyo	Wildrose R S	49671	3,663	1,623
Kern	Bakersfield Kern Co AP	40442	2,120	2,286
Kern	Buttonwillow	41244	2,668	1,857
Kern	Glennville	43463	4,466	427
Kern	Inyokern	44278	2,633	2,340
Kern	Kern River PH 1	44520	1,645	3,236
Kern	Kern River PH 3	44523	3,103	1,593
Kern	Maricopa	45338	2,190	2,334
Kern	Mojave	45756	2,835	1,976
Kern	Randsburg	47253	3,134	1,965
Kern	Tehachapi	48826	4,301	677
Kern	Tejon Rancho	48839	2,555	1,960
Kern	Wasco	49452	2,434	1,990
Kings	Corcoran Irrigation	42012	2,507	1,909
Kings	Hanford 1 S	43747	2,749	1,724
Kings	Lemoore Reeves NAS	823110	2,660	1,680
Lake	Clearlake 4 SE	41806	3,804	753
Lake	Lakeport	44701	3,698	793
Lassen	Doyle 4 SSE	42506	6,013	314
Lassen	Susanville 2 SW	48702	6,168	390
Lassen	Termo 1 E	48873	7,734	134
Los Angeles	Avalon Pleasure Pier	40395	1,589	749
Los Angeles	Burbank WB Airport	41194	1,575	1,455
Los Angeles	Canoga Park Pierce College	41484	1,822	1,485
Los Angeles	Culver City	42214	1,344	959
Los Angeles	Dry Canyon Reservoir	42516	2,502	1,139
Los Angeles	Fairmont	42941	3,199	1,608
Los Angeles	Lancaster ATC	44749	3,241	1,733
Los Angeles	Long Beach AP	45085	1,211	1,186
Los Angeles	Los Angeles Downtown	45115	928	1,506
Los Angeles	Los Angeles Intl AP	45114	1,274	679
Los Angeles	Montebello	45790	949	1,837
Los Angeles	Mt Wilson No 2	46006	3,995	969
Los Angeles	Palmdale	46624	2,704	1,998
Los Angeles	Pasadena	46719	1,398	1,558
Los Angeles	Pearblossom	46773	2,908	1,801
Los Angeles	Pomona Fairplex	47050	1,718	1,191
Los Angeles	San Gabriel Fire Dept.	47785	1,295	1,575
Los Angeles	Sandberg	47735	4,146	1,066
Los Angeles	Santa Monica Pier	47953	1,803	429
Los Angeles	Torrance	48973	1,526	742
Los Angeles	UCLA	49152	1,364	893
Madera	Madera	45233	2,670	1,706
Marin	Kentfield	44500	2,567	557
Marin	San Rafael Civic Center	47880	2,621	451
Mariposa	South Entrance Yosemite	48380	6,513	131
Mariposa	Yosemite Park Headquarters	49855	4,759	828
Mendocino	Covelo	42081	3,925	684
Mendocino	Fort Bragg 5 N	43161	4,266	6
Mendocino	Point Arena	47009	4,332	4
Mendocino	Potter Valley P	47109	3,429	745
Mendocino	Ukiah	49122	3,083	843
Mendocino	Willits 1 NE	49684	4,302	193
Merced	Los Banos	45118	2,570	1,547
Merced	Los Banos Det. Reservoir	45120	2,490	1,726
Merced	Merced	45532	2,602	1,578

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County	Weather Station Location	Cooperative Station ID #	Heating Degree Days (65° Base)	Cooling Degree Days (65° Base)
Merced	San Luis Dam	47846	2,625	1,486
Modoc	Adin R S	40029	5,988	300
Modoc	Alturas	40161	6,808	212
Modoc	Canby 3 SW	41476	6,842	199
Modoc	Cedarville	41614	6,589	420
Modoc	Fort Bidwell	43157	6,653	281
Modoc	Jess Valley	44374	7,575	158
Mono	Bodie	40943	9,770	4
Mono	Bridgeport	41072	8,439	37
Mono	Lee Vining	44881	6,513	281
Monterey	King City	44555	2,384	598
Monterey	Monterey	45795	3,080	74
Monterey	Prior Valley	47150	3,946	653
Monterey	Salinas AP	47669	2,755	210
Monterey	Salinas No. 2	47668	2,819	131
Napa	Angwin Pac Union College	40212	3,426	659
Napa	Calistoga	41312	2,811	819
Napa	Markley Cove	45360	2,996	1,111
Napa	Napa State Hospital	46074	2,689	529
Napa	Saint Helena	47643	2,652	806
Nevada	Boca	40931	8,107	35
Nevada	Bowman Dam	41018	6,193	311
Nevada	Deer Creek Forebay	42338	4,739	692
Nevada	Donner Memorial State Park	42467	8,284	44
Nevada	Grass Valley No. 2	43573	4,287	612
Nevada	Lake Spaulding	44713	6,321	179
Nevada	Nevada City	46136	4,565	689
Nevada	Sagehen Creek	47641	8,741	6
Nevada	Truckee R S	49043	7,591	100
Orange	Anaheim	40192	1,286	1,294
Orange	El Toro MCAS	893101	1,461	1,183
Orange	Laguna Beach	44647	1,756	666
Orange	Newport Beach Harbor	46175	1,715	543
Orange	Santa Ana Fire Station	47888	1,153	1,299
Orange	Tustin Irvine R.	49087	1,794	1,102
Placer	Auburn	40383	2,992	1,366
Placer	Blue Canyon	40897	5,545	423
Placer	Colfax	41912	3,512	1,116
Placer	Tahoe City	48758	7,616	47
Plumas	Canyon Dam	41497	6,609	247
Plumas	Chester	41700	6,743	184
Plumas	Portola	47085	7,303	106
Plumas	Quincy	47195	5,490	364
Riverside	Beaumont 1 E	40609	2,146	1,572
Riverside	Blythe	40924	1,295	3,977
Riverside	Blythe AP	40927	1,226	4,166
Riverside	Corona	42031	1,599	1,534
Riverside	Eagle Mountain	42598	1,131	4,277
Riverside	Elsinore	42805	1,924	1,874
Riverside	Hayfield Pumping Plant	43855	1,588	3,196
Riverside	Idyllwild Fire Department	44211	5,071	333
Riverside	Indio Fire Station	44259	903	4,388
Riverside	Mecca Fire Station	45502	1,118	3,958
Riverside	Palm Springs	46635	951	4,224
Riverside	Riverside Citrus Exp Stn	47473	1,674	1,697
Riverside	Riverside Fire Station	47470	1,475	1,863

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Annual Heating and Cooling Degree Days
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County	Weather Station Location	Cooperative Station ID #	Heating Degree Days (65° Base)	Cooling Degree Days (65° Base)
Riverside	San Jacinto R S	47813	1,914	1,903
Riverside	Sun City	48655	2,123	1,710
Riverside	Thermal Rgnl AP	48892	1,141	3,916
Sacramento	Folsom Dam	43113	2,532	1,528
Sacramento	Sacramento 5 ESE	47633	2,226	1,597
Sacramento	Sacramento AP	47630	2,666	1,248
San Benito	Hollister 2	44025	2,724	405
San Benito	Pinnacles National Monument	46926	2,907	882
San Bernardino	Baker	40436	2,011	3,607
San Bernardino	Barstow Fire Station	40521	2,294	2,566
San Bernardino	Big Bear Lake	40741	6,548	89
San Bernardino	Daggett Barstow DAG Airport	42257	2,228	2,915
San Bernardino	El Mirage Field	42771	3,616	1,370
San Bernardino	Fontana Kaiser	43120	1,351	1,905
San Bernardino	Iron Mountain	44297	1,156	4,476
San Bernardino	Lake Arrowhead	44671	5,450	462
San Bernardino	Mitchell Cavern	45721	2,902	2,066
San Bernardino	Mountain Pass	45890	4,105	1,494
San Bernardino	Needles AP	46118	1,227	4,545
San Bernardino	Parker Reservoir	46699	1,230	4,523
San Bernardino	Redlands	47306	1,904	1,714
San Bernardino	San Bernardino	47723	1,599	1,937
San Bernardino	Trona	49035	2,492	2,922
San Bernardino	TwentyNine Palms	49099	1,910	3,064
San Bernardino	Victorville Pump Plant	49325	2,929	1,735
San Diego	Alpine	40136	1,926	1,382
San Diego	Borrego Desert Park	40983	1,130	3,928
San Diego	Campo	41424	3,133	821
San Diego	Chula Vista	41758	1,321	862
San Diego	Cuyamaca	42239	4,988	457
San Diego	El Cajon	42706	1,560	1,371
San Diego	El Capitan Dam	42709	1,419	1,712
San Diego	Escondido No 2	42863	1,464	1,436
San Diego	Henshaw Dam	43914	3,651	786
San Diego	La Mesa	44735	1,313	1,261
San Diego	Oceanside Manna	46377	2,009	505
San Diego	Palomar Mountain Observatory	46657	4,060	963
San Diego	Ramona Fire Department	47228	2,192	1,036
San Diego	San Diego Lindburgh AP	47740	1,063	866
San Diego	San Diego Miramar NAS	893107	1,800	979
San Diego	San Diego N. Island NAS	893112	1,446	801
San Diego	San Pasqual Animal PK	47874	1,725	1,313
San Diego	Vista 2 NNE	49378	1,514	1,047
San Francisco	San Francisco Downtown	47772	2,589	164
San Francisco	San Francisco Oceanside	47767	3,653	17
San Joaquin	Lodi	45032	2,710	1,057
San Joaquin	Stockton AP	48558	2,563	1,456
San Joaquin	Stockton Fire Station	48560	2,686	1,203
San Joaquin	Tracy Carbona	48999	2,880	1,056
San Luis Obispo	Morro Bay Fire Dept.	45866	3,344	50
San Luis Obispo	Paso Robles	46730	2,932	785
San Luis Obispo	Paso Robles Mun PRB	46742	2,789	1,038
San Luis Obispo	Pismo Beach	46943	2,524	151
San Luis Obispo	San Luis Obispo	47851	2,129	476
San Mateo	Half Moon Bay	43714	3,737	11
San Mateo	Pacifica 4 SSE	46599	3,247	72

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for Selected California Locations

County	Weather Station Location	Cooperative Station ID #	Heating Degree Days (65° Base)	Cooling Degree Days (65° Base)
San Mateo	Redwood City	47339	2,764	422
San Mateo	San Francisco Intl AP	47769	2,862	142
San Mateo	San Gregorio 2 SE	47807	3,629	32
San Mateo	Woodside Fire Station	49792	2,769	569
Santa Barbara	Cachuma Lake	41253	1,994	970
Santa Barbara	Lompoc	45064	2,241	322
Santa Barbara	New Cuyama Fire Station	46154	3,321	996
Santa Barbara	Santa Barbara	47902	1,902	470
Santa Barbara	Santa Barbara Muni AP	47905	2,121	482
Santa Barbara	Santa Maria Public AP	47946	2,783	121
Santa Barbara	Twitchell Dam	49111	2,199	487
Santa Clara	Gilroy	43417	2,278	913
Santa Clara	Los Gatos	45123	2,641	613
Santa Clara	Mount Hamilton	45933	4,521	747
Santa Clara	Palo Alto	46646	2,584	452
Santa Clara	San Jose	47821	2,171	811
Santa Cruz	Ben Lomond No 4	40673	2,871	400
Santa Cruz	Santa Cruz	47916	2,836	162
Santa Cruz	Watsonville Waterworks WVI	49473	3,083	123
Shasta	Burney	41214	6,495	196
Shasta	Hat Creek	43824	5,685	314
Shasta	Manzanita Lake	45311	7,486	90
Shasta	Redding Municipal AP	47304	2,961	1,741
Shasta	Shasta Dam	48135	2,894	1,884
Shasta	Whiskeytown Reservoir	49621	3,240	1,628
Sierra	Downieville	42500	4,782	438
Sierra	Sierra City	48207	5,183	492
Sierra	Sierravilla R S	48218	6,884	119
Siskiyou	Callahan	41316	5,493	315
Siskiyou	Cecilville	41606	5,116	615
Siskiyou	Dunsmuir Treatment Plant	42574	4,711	503
Siskiyou	Happy Camp Ranger Station	43761	4,255	671
Siskiyou	Lava Beds National Monument	44838	6,395	387
Siskiyou	McCloud	45449	5,641	368
Siskiyou	Mount Shasta	45983	5,991	235
Siskiyou	Tulelake	49053	7,003	154
Siskiyou	Weed Fire Dept.	49499	6,023	271
Siskiyou	Yreka	49866	5,550	550
Solano	Lake Solano	44712	2,716	1,420
Solano	Fairfield	42934	2,649	975
Solano	Vacaville	49200	2,410	1,498
Sonoma	Cloverdale	41838	2,639	1,127
Sonoma	Fort Ross	43191	4,234	6
Sonoma	Graton	43578	3,179	288
Sonoma	Healdsburg	43875	2,501	853
Sonoma	Petaluma Fire Station	46826	2,741	385
Sonoma	Santa Rosa	47965	2,694	526
Sonoma	Sonoma	48351	2,647	717
Sonoma	Warm Springs DA	49440	2,962	624
Stanislaus	Modesto City-County AP	45738	2,358	1,570
Stanislaus	Newman	46168	2,680	1,449
Stanislaus	Turlock #2	49073	2,519	1,506
Sutter *	Yuba City	n/a	2,437	1,762
Tehama	Mineral	45679	7,384	81
Tehama	Red Bluff WB AP	47292	2,647	1,926

Exhibit J
Annual Heating and Cooling Degree Days
for Selected California Locations

County	Weather Station Location	Cooperative Station ID #	Heating Degree Days (65° Base)	Cooling Degree Days (65° Base)
Trinity	Big Bar 4 E	40738	3,831	939
Trinity	Trinity River Hatchery	49026	4,527	641
Trinity	Weaverville	49490	4,721	664
Tulare	Ash Mountain	40343	2,741	1,976
Tulare	Grant Grove	43551	6,844	155
Tulare	Lemon Cove	44890	2,336	1,939
Tulare	Lindsay	44957	2,505	1,707
Tulare	Lodgepole	45026	8,399	31
Tulare	Porterville	47077	2,053	2,246
Tulare	Three Rivers Edison PH1	48917	2,615	1,983
Tulare	Visalia	49367	2,588	1,685
Tuolumne	Cherry Valley Dam	41697	4,942	656
Tuolumne	Hetch Hetchy	43939	4,740	619
Tuolumne	Sonora R S	48353	3,618	1,030
Ventura	Ojai	46399	2,092	989
Ventura	Oxnard (Camaril	46569	1,935	404
Ventura	Santa Paula	47957	1,904	602
Yolo	Brooks Famham Ranch	41112	2,815	1,393
Yolo	Davis 2 WSW Exp Farm	42294	2,853	1,127
Yolo	Winters	49742	2,527	1,640
Yolo	Woodland 1 WNW	49781	2,683	1,417
Yuba	Dobbins 1 S	42456	3,418	969
Yuba	Marysville	45385	2,488	1,687
Yuba	Strawberry Valley	48606	5,298	312

Reference: National Oceanic & Atmospheric Administration (NOAA), Annual Degree Days to Selected Bases, 1971-2000, Released 6/20/02.

If a city or a nearby location where the services are being provided is not listed herein, Subgrantees should contact the local building department to determine the annual heating and cooling degree days. If this information is not available locally, Subgrantees shall exercise their best judgment based on information from similar climate areas.

* There was no weather station available for Sutter County from the NOAA listing used. HDD and CDD were calculated by using an average between Red Bluff (47292) and Sacramento 5 ES (47633).



EXHIBIT K
(Standard Agreement)

CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

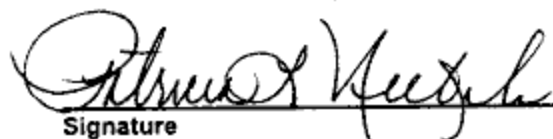
PROGRAM: 2003 Department of Energy Weatherization
Assistance Program (DOE WAP)

PERIOD: April 1, 2003 through January 31, 2004

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Signature

Community Services Department of
San Bernardino County
Agency / Organization

Executive Director
Title

May 1, 2003
Date

DISCLOSURE OF LOBBYING ACTIVITIES

* Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

K2

EXHIBIT K
(Standard Agreement)

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

EXHIBIT K
(Standard Agreement)

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Included all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

\\Cobra\Shared\Contracts\Department of Energy\2003 DOE Exhibit K. Lobbying Certification CSU.doc